



GENERAL TERMS AND CONDITIONS OF TRAVEL

The following General terms and conditions of travel form the contractual relationship between the participant and Kite Escape as the organiser of the trip/camp.

If you make a booking with Kite Escape, it means you agree to the Terms & conditions of Kite Escape. It is therefore important that you have read these terms carefully before booking. In addition, Kite Escape assumes that you have read the travel information on the website.

1. GENERAL CONDITIONS

This terms and conditions are valid for packages between Kite Escape and a client. Your application for a Kite Escape trip/camp creates certain rights and obligations between you, as the participant, and Kite Escape as the organiser of the trip/camp. The outward and homeward journeys, to and from the destination, where the trip/camp takes place, are not part of this agreement. We hereby draw your attention to the fact that, in general, our services begin only on the day of the start of the kite trip/camp.

2. BOOKING

You may book your holiday with Kite Escape, via Kite Escape website, Kite Escape e-mail, by phone or Skype, Whatsapp, Viber, or with other authorised agents.

The first person named on your booking form is the “Lead Name”, who must be at least 18 years old. The lead must be authorised to make the booking on the basis of these booking conditions by all the persons named on the booking. By making the booking, the Lead Name confirms that he/she is so authorised and the persons named on the booking agree to be subject to these booking conditions. The lead name is responsible for making all payments. Any payment made by another person named on the booking shall be treated as if made by the Lead Name.

Once we have received your full inquiry, the final offer, giving details of the property, activities and other booking information will be transmitted to the Lead Name by e-mail no later than 72 hours after having received your details.

Any person who is under 18 years old must be accompanied by an adult on his or her journey. There may be other restrictions and conditions on some offers, but these are explained in the details of those offers. When you or (if you are booking through a travel agent) your travel agent ask for your



booking to be confirmed, we will confirm the booking there and then, and set aside your chosen accommodation, holiday or transport for you. Next, we will send you or your travel agent a Confirmation Invoice within 15 days. We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc). In these instances we may issue a Confirmation Invoice. However, a contract for arrangements that have not been confirmed on that invoice will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Confirmation Invoice is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Confirmation Invoice is not correct tell us or your travel agent immediately. If there is an obvious error on the Confirmation Invoice we reserve the right to correct it as soon as we become aware of it, but we will do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. If any of these changes are not acceptable then you will be entitled to a full refund.

3. THE PRICE

The price shown on our website is stated in Euro and includes all taxes.

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of this publication. We reserve the right to add a fuel supplement to holiday prices should this increase after the date of this publication. Prices can go up or down. We will be able to tell you or your travel agent the up-to-date price of your chosen travel arrangements and of any other services advertised by us before confirming your booking. We reserve the right to increase the price of your holiday after you have booked, but no later than 45 days before the departure date stipulated. After a Confirmation Invoice has been sent to you, any increase to your holiday price will be as the result of changes in our costs of supplying your holiday resulting from transportation charges, (fuel and other transport charges which form part of our contract with the transport provider), currency fluctuations and government action. If the increase would be 2% or less of the holiday price shown on your Confirmation Invoice, we will absorb the changes in our costs described above and will only pass on any increase above that level. If any change in our costs would cause a reduction in your holiday price, we will not make refunds of amounts less than 2% of your holiday price (calculated as above), but we will refund in full amounts exceeding such 2%, after deducting an administration charge of €1. If the increase is more than 10% of the holiday price (calculated as above), then:

- 1. You may cancel your holiday booking within 15 days of the Amendment Invoice date and receive a refund of all money paid to us except any bank charges; and
- 2. The increase will be considered a Major Change as described in section 5 below and, unless you choose to cancel under paragraph 1 above, you will be entitled to the alternatives set out in section 4 for those circumstances.



4. IF WE CANCEL YOUR BOOKING

We aim to provide your holiday as booked. But if, for example, there are not enough people booked for your holiday, or you do not pay the balance of the holiday price on time, we may cancel it. We reserve the right to cancel your holiday in any circumstances but if we cancel your holiday, except where this is because you have not paid, you can either have a refund or accept a replacement holiday from us of equivalent or similar standard and price, if we are able to offer you one. Should you choose this option the terms and conditions of your holiday will not change and these conditions will still apply to your booking. In either case, unless we cancel your holiday because you do not pay us the balance of the holiday price or because of one of the events listed in the 'Important Note – Events Beyond Our Control', we will always refund the difference in price if the replacement holiday is of a lower standard and price. We will not cancel your holiday less than 4 weeks before you go, unless this is the result of one of the events in the 'Important Note – Events Beyond Our Control'.

5. MAJOR CHANGES TO YOUR HOLIDAY

Occasionally, we have to make major changes to the route or accommodation making up your holiday with us. Major changes to your holiday, unless the change is for reasons beyond our control (see 'Important Note – Events Beyond Our Control'), may include the following changes: a significant change of destination; a change in accommodation, a change in the time of our trip. These changes are only examples and there may be other significant changes which constitute major changes. If we tell you about any of these changes after we have confirmed your holiday booking, you may either:

- accept the new arrangements offered by us; or
- accept a replacement holiday from us of equivalent or similar standard and price, at the date of the change, if we are able to offer you one. Should you choose this option the terms and conditions of your holiday will not change and these conditions still apply to your booking; or
- cancel your holiday with us and receive a full refund of all the amount paid. Either way, unless the change is for reasons beyond our control (see the 'Important Note – Events Beyond Our Control'), we will always refund the difference in price if the replacement holiday is of a lower standard and price, at the date of the change.

6. IMPORTANT NOTE – EVENTS BEYOND OUR CONTROL

Events beyond our control include: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events. In February 2005 a new Europe-



wide law relating to denied boarding, delays and cancellation of flights came into force. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights is publicised at EU airports and is also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us.

7. PAYING FOR YOUR TRAVEL ARRANGEMENTS

You will be required to pay a deposit of 50% of the total price to us for each person when you book unless this is within 6 weeks from departure, when the full amount for the booking is payable. The deposit amount will be specified by us or your travel agent when your booking is made. If you are booking within 6 weeks before departure, you should pay the total amount at once. Please note that international transfers need a few days, and any additional international bank costs will be borne by the client.

The remaining amount will be due on cancellation or date specified at time of booking or on your confirmation invoice. Please note your booking deposit may be increased or there may be a charge payable for some accommodation or holidays, where it is necessary to secure specific facilities with full payment at the time of booking, e.g accommodation. Once confirmed, the booking deposit and additional charges paid will not be refunded in the event of cancellation except in the circumstances specified in Sections 2, 3, 4 or 8, or as otherwise required by law. This is your only commitment until 6 weeks before you go.

Within two weeks from the date of your booking, we will send you a Confirmation Invoice showing how much you owe us. You must pay the amount on the last Invoice issued by us, at least 6 weeks before you go on holiday. If you don't, we reserve the right to treat your booking as cancelled and to charge you a cancellation charge up to 100% of the total on that last Invoice, in accordance with the scale in section 8. If you pay money for your booking to a travel agent appointed by us, they will hold that money as our agent from the time they receive it until they pay the money to us.

7.1. You must ensure all names and details are entered correctly at the time of booking. You will receive an invoice once your booking is confirmed and must contact us straight away if there is something that you need to correct, or if you don't receive an invoice within 7 days of confirming your booking.

7.2. You may transfer your booking to another person, providing the following conditions are met:

- You authorise the change in writing
- The new lead passenger accepts the transfer and the terms of Our Agreement
- That person complies with the terms of the existing booking



- That person has valid holiday insurance.

The new lead passenger, and you should they fail to pay, will be responsible for the payment of any balance due on that new invoice.

7.3. When changing your holiday details, the price of your new travel arrangements will be based on the price that applies on the day you make the change. These prices may not be the same as when you first made your booking. Some accommodation is priced according to the number of people staying there. If your party size changes, we'll recalculate your booking costs based on the new number of people going. If fewer people share the accommodation, then the cost per person may go up. This extra cost isn't a cancellation charge, and it isn't normally covered by insurance.

7.4. Some arrangements cannot be removed once they have been added to your booking. These include: transfers, accommodation options such as room/board upgrades and late checkout rooms. Certain extras, such as excursions may be non-refundable. We will make this clear when you book those arrangements, please check with us if you are unsure at the time of booking.

7.5. FAILURE TO PAY ON TIME

A failure of paying on time authorises us to withhold our travel services. In this case we will claim our cancellation charges as mentioned under point 9.

8. IF YOU CANCEL YOUR BOOKING

If you want to cancel your booking, or part of it, you must contact us as soon as possible. If you have made your booking through a Travel Agency, your agent must advise us of your request to cancel. Once your booking has been cancelled you can expect to receive a cancellation invoice within 14 days. If you don't, please contact us. To cover the cost of processing your cancellation, and to compensate us for the risk that we may not be able to resell your travel arrangements, we will make a cancellation charge on the scale shown below. You are responsible for paying this charge. These charges are based on how many days before your booked departure we receive your cancellation notice, and are a percentage of the total cost of your booking. If you want to cancel one or more participants on the booking you will have to pay a proportion of the applicable cancellation charge for those participants. These charges are based on how many days before your booked departure we receive your cancellation notice, and are a percentage of the total cost of your booking. If you want to cancel one or more participants on the booking you'll have to pay a proportion of the applicable cancellation charge for those participants.

- more than 45 days prior to starting - 12% of your deposit, plus bank expenses, will not be refunded.
- 45 to 30 days prior starting - 50% of full amount paid, plus bank expenses, will not be refunded.



- less than 30 days prior to starting- no refund.

Any bank expenses (commissions, fees, etc.) must be borne by the ordering party.

PRE-BOOKING	BOOKING CONFIRMATION	FINAL PAYMENT	
15 days ———>	Payment of outstanding amount	Payment of outstanding amount 45 prior to starting date	
CANCELLATION	-12% of the deposit	6 weeks prior to starting date	1 month prior to starting date
		- 50% of full amount	no refund

Where extra facilities or transport options are non-refundable, in part or in full, the cost of these will be added to the cancellation charge you have to pay. Please ask for details of cancellation charges when you book and check your insurance policy to see if you'd be covered for the cost of any cancellation charges.

8.1. Representative person

If you are unable to travel, Kite Escape allows you to send a substitute to take the trip/participate the camp on the same dates, instead. In this case, the representative must be willing to accept the arrangement on the same conditions as you have agreed with us. Therefore, the representative participant has to submit a new application form in his/her name. It is most important, that if this person is joining a trip, s/he fulfils the kite skills, as defined under Point 19.2. - Safety, according to the General Terms And Conditions.

8.2. Interruption or discontinuance during the trip/camp

If, as a result of illness, accident or other reason, you drop out of the trip/camp while it's still ongoing, there will be no refunds.

9. INSURANCE

9.1 Cancellation protection

If you do not already have cancellation protection, we recommend taking out cancellation insurance. This will cover the resulting charges in the event of cancellation as a result of injury, accident, etc.

9.2. Health insurance

We recommend an individual insurance to cover the risk of an accident and health problems in a foreign country. It's a good idea to ask the private insurance company to supply a written Confirmation Of Insurance in English.



9.3. Third party liability and baggage insurance
We recommend an individual insurance.

10. GENERAL DISCLAIMER OF LIABILITY

The participant is aware of the risks in the packages that we offer. Participation is done entirely at your own risk. The participant hereby confirms that s/he has taken out personal, full insurance cover (accident, health, third party liability) through a private insurance company. The participant declares by agreeing with this statement, that the organisation can not be liable for damages in any form and by whatever cause.

11. HEALTH CONDITION

The participant is responsible for her/his medical precaution, such as immunisations, and her/his physical fitness.

12. IF YOU HAVE A COMPLAINT

Any claims and complains must be addressed to the tour leader while the trip/camp is still ongoing. If you do not give us the opportunity to resolve problems locally by reporting it to the supplier, or/and informing us, then we may not be able to deal positively with any complaint on your return.

If you are still not satisfied on your return home, you must write to our After Travel Customer Support at hello@kiteescape.com, within 28 days of returning from your holiday to allow your complaint to be investigated properly.

13. CONDUCT WHILE TRAVELLING

We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or resort in any risk or danger, on the telephone, in writing or in person. If the leader of your trip or any of our agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from a ship or aircraft, or remove you from your accommodation or excursion. If you are disruptive and prevented from boarding your outbound flight, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see section 10). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without



you. We will not be liable for any refund, or compensation or any costs or expenses you incur. If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) repairing or replacing property lost, damage or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft for the purpose of removing you from the aircraft. Criminal proceedings may also be instigated. For the purposes of this section reference to “you” or “your” includes any other person in your party.

14. ACCOMMODATION

Any accommodation we arrange for you must only be used by those people named on your Confirmation Invoice. You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

15. CONTACTING YOU

If you book via our website or have opted in other circumstances for us to contact you via email, we will communicate with you using the email address you have provided. For example, to provide your e-confirmation, e-cancellation, etc. We will assume that your email address is correct and that you understand the risks associated with using this form of communication.

16. KITE EQUIPMENT

The participant is responsible for always keeping his/her kite equipment in a functional and safe condition. During the trip/camp nobody else, but the participant, is responsible for her/his personal equipment. That includes storage, packing and loading on transfers.

17. IN CASE OF NO WIND

In the unlikely event of no wind conditions, alternative activities might be offered, that are not necessarily included in the price of the holiday package. There is no right to refund claims, as Kite Escape has no influence on meteorological conditions.



18. KITE CAMPS AND SPOT TO SPOT TRIPS

18.1. Trip/Camp leader

The trip/camp leader is organising the relevant kite trip. S/He is not responsible for the behaviour of the participants on the water, at the beach or at the accommodation.

18.2. Safety

Our trips/camps are addressed to experienced kitesurfers in the case of Spot to spot trips and to kite surfers with at least the level 3J of IKO standards (consistent riding upwind in both directions). The participant takes full responsibility for all his/her actions at the beach and on the water. Close attention should be paid to the information provided during the daily morning briefings.

In particular the participant confirms to have the needed kiteboarding skills as described below:

FOR SPOT TO SPOT TRIPS	FOR CAMPS
<ul style="list-style-type: none"> • Being able to launch and land a kite while in the water 	<ul style="list-style-type: none"> • Consistent riding both directions upwind
<ul style="list-style-type: none"> • Bodydrag upwind 	<ul style="list-style-type: none"> • Bodydrag upwind
<ul style="list-style-type: none"> • Ride a downwind course on toe side 	<ul style="list-style-type: none"> • Independent kite handling
<ul style="list-style-type: none"> • Self-rescue in the water 	

18.3. Change of schedule

Kite Escape may change the schedule based on meteorological, safety or other reasons.

We reserve the right to make changes to the programme or routes at short notice for meteorological reasons. If it is raining or there is no wind, there will be a wait of, at most, half a day before continuing with the trip. If it is still not possible to kite surf, we will travel by car to the next destination.

18.4. Waiting times under way or due to other participants

You are attending a group camp and in case a participant holds back the whole group for the daily schedule, the trip/camp leader is entitled to request the participant to arrange his/her own transport borne by him/herself.

On the downwinders we are riding at a comfortable speed, matching the needs of the group. In case a participant holds back the group, due to insufficient kite skills, or imperfect kite equipment, the trip leader is entitled to request the participant to continue by car. Especially on long downwind stretches.

If a participant is unable to continue with the kite trip as a result of defective equipment, the participant is responsible for him/herself and can continue the journey by car.



No liability claims can be brought against Kite Escape in respect of an unexpected delay en route, caused by a breakdown or necessary repair to the vehicle or kite surfing equipment.

18.5. Number of participants

FOR SPOT TO SPOT TRIPS	FOR CAMPS
maximum: 7 participants	maximum: 4 participants per coach
minimum: 2 participants	

Manresa, 4th June 2016

Contact address in Spain:

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Links to Insurance Services:

Cancelation:
<http://www.allianz-assistance.ch/content/2/de/reiseversicherung>

Third party liability for kitesurfers:
<http://www.vdws.de/safetytool/>

Health insurance:
We recommend clarifying the coverage of the existing health insurance, specifically the coverage in foreign countries. It is a good idea to ask for a written confirmation.

Lost baggage and third party liability:
Most often these kind of insurances are included in existing policies such as credit card contracts or in the general household insurance policy.